

PATRICIA A. PESHKA

PURCHASING AGENT



SCOTT AVEDISIAN

MAYOR

CITY OF WARWICK
PURCHASING DIVISION
3275 POST ROAD
WARWICK, RHODE ISLAND 02886
TEL (401) 738-2000 EXT. 6240
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The following notice is to appear on the City of Warwick's website Wednesday, February 10, 2016. The website address is <http://www.warwickri.gov> (Online Resources Tab).

**CITY OF WARWICK
BIDS REQUESTED FOR**

**Bid #2016-271 City of Warwick (District 6) Gasoline, Low Sulfur Diesel
& Ultra Low Sulfur Diesel Fuel (Re-bid)**

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Wednesday, February 10, 2016. Please note that our offices will be closed on Monday, February 15, 2016.

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 10:00 AM, Tuesday, February 23, 2016. The bids will be opened publicly commencing 10:00 AM, on the same day in the Lower Level Conference Room, Warwick City Hall.

Awards shall be made on the basis of the lowest evaluated or responsive bid price. Please note that no bids can be accepted via email or fax.

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2000, extension 6241 at 401-739-9150 at least 48 hours in advance of the bid opening date.

Original Signature on File

Patricia A. Peshka
Purchasing Agent

CERTIFICATION & WARRANT FORM*

**This form must be completed and submitted with sealed bid.
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statutes, laws, ordinances and regulations, in particular, but not limited to Chapter 16- Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

Signature

Date

Company Name

Address

Address

***This form cannot be altered in any way**

PLEASE INCLUDE THIS PAGE WITH YOUR BID

Acknowledgement of Addendum (if applicable)

Addendum Number	Signature of Bidder
_____	_____
_____	_____

COMPANY NAME: _____

COMPANY ADDRESS: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME (PRINT): _____

TITLE: _____ TEL. NO.: _____

EMAIL ADDRESS: _____*

*Please include your email address. Future bids will be emailed, unless otherwise noted.

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II. AWARD AND CONTRACT:

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor (delete if inapplicable), accepts the above bid and hereby enters into a contract with the above party to pay the bid price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: _____
BID #2016-271 PURCHASING AGENT

CITY OF WARWICK

NOTICE TO BIDDERS

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The opening of bids shall be in the order established by the posted agenda and the agenda shall continue uninterrupted until completion.

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid shall be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of noncompliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All bids should be submitted with one (1) original and four (4) copies. If submitting your bid via a carrier, please include a separate sealed bid response in your package identifying the response as "Bid #2016-271 City of Warwick (District 6) Gasoline, Low Sulfur Diesel & Ultra Low Sulfur Diesel Fuel (Re-bid)."

Bids received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified. No bids shall be accepted via facsimile or email.

Should you have any questions, please contact Brian Steinkamp, Automotive, DPW, at 401-738-2000, extension 6506 and/or Assistant Chief Morse, Fire Department, at 401-468-4018 and/or John Benoit, Warwick Police Department, at 401-468-4362 and/or Scott Goodinson, Sewer Authority, at 401-468-4724.

All bids should be written in ink or typed. If there is a correction with whiteout, the bidder must initial the change.

Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it is opened.

Any deviation from the specifications must be noted in writing and attached as part of the bid. The Bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your bid to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

Prices to be held firm April 10, 2016 through April 9, 2017. Term contracts may be extended for and an additional one (1) term upon mutual agreement unless otherwise stated.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

The successful bidder must provide the City of Warwick with an original certificate of insurance for General Liability and Automobile Liability in a minimum amount of \$1 million naming the *City of Warwick as the additional insured* and so stated on the certificate with the bid name and bid number.

It is the vendor's responsibility to provide the City of Warwick with an updated certificate of insurance upon expiration of the original certificate.

When a bid is awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity may be required to provide to the Purchasing Agent a Certificate of Good Standing dated no more than thirty (30) days prior to the date upon which the bid award was made.

The successful bidder will provide said required insurances and Certificate of Good Standing within ten (10) calendar days after notification of award or the City reserves the right to rescind said award.

Failure to provide adequate documentation within the specified duration of time as set forth is a material breach of contract and grounds for termination of the contract.

The IRS Form W-9 attached shall be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The successful bidder must comply with all Rhode Island Laws, applicable to public works projects, including, but not limited to provisions of Chapter 13 of Title 37 of the Rhode Island General Laws, pertaining to prevailing wage rates, and all other applicable local, state and federal laws.

The Purchasing Agent reserves the right to reject any and all bids, to waive any minor deviations or informalities in the bids received, and to accept the bid deemed most favorable to the interest of the City.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City shall incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services have been placed, the contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit shall be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this

Solicitation, which may be required or requested by the City of Warwick shall be the sole responsibility of and shall be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and the respondents bid or response and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick shall be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement shall cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to bid specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.

**CITY OF WARWICK
SPECIFICATIONS FOR GASOLINE, LOW SULFUR DIESEL AND
ULTRA LOW SULFUR DIESEL**

1. Proposals shall be to furnish unleaded gasoline and diesel fuel to the City of Warwick, as per attached specifications.
2. To be delivered F.O.B. destination to the tank locations indicated hereafter.
3. A detailed list of City of Warwick annual estimated consumption of gasoline, tank locations and sizes, type of gasoline/diesel fuel are included within the specifications. Quantities given are approximate, based upon past usage, and are not guaranteed.
4. Contract period will be April 10, 2016 through April 9, 2017.
5. All purchases will be subject to delivery arrangements of the City of Warwick and the vendor and subject to arrangements for placement of orders, billing, and payment by the City of Warwick.
6. Unless otherwise designated, delivery of the fuel and/or any services shall be made within forty-eight (48) hours of call. No additional delivery fees will be accepted by the City of Warwick for any reason, including emergency situations (i.e. delivery expected within twenty-four (24) hours of a delivery request).
7. Deliveries shall be made promptly. Should the contractor fail to deliver gasoline within the prescribed time, the City reserves the right to purchase the order elsewhere, in which event, any extra cost of purchasing such gasoline may be charged against the contractor/vendor and may be deducted from any monies due or which may come due. Prompt delivery shall be construed to mean forty-eight (48) hours after placement of order. It is understood however, that any non-delivery of fuel by the contractor/vendor occasioned by acts of God and other causes beyond the contractor's control shall not be subject to the above provisions.
8. Contractor must adhere to all EPA requirements.
9. Prices proposed shall be the posted consumer tank wagon or truck transport, whichever is applicable at the time of delivery, less discount. The discount proposed will remain firm throughout the term of the contract.
10. The source document to be used for the posted price used herein shall be the Oil Price Daily provided by Oil Price Information Service (OPIS), Port of Providence. The price shall be based on the daily unbranded low rack price as provided for gasoline and diesel fuel, plus or minus the increment. Fuel shall be priced on the day of delivery.

11. The bidder shall furnish a statement on his letterhead giving a complete description of all exceptions to the specifications. Failure to furnish the statement will mean that the bidder agrees to meet all requirements of the specifications.
12. Contractors must be prepared at all times to furnish engineering services, when so requested, and to investigate and report to the City of Warwick on any complaint that might arise in connection with the use of their fuel in City of Warwick vehicles.
13. During the term of the contract, a quart sample of fuel, representative of the shipment received, may be taken from each delivery by the department supervisor at random and forwarded to an independent laboratory for examination. The City of Warwick will have the right to request the vendor to remove such fuel at no cost to the City if the test shows deficiencies. Should the test show deficiencies, the vendor will be required to pay the cost of the independent laboratory test.

All gasoline or diesel fuel that is not satisfactory, as caused by the presence of foreign matter or other similar reasons, even though the fuel meets the technical requirements, shall immediately be replaced by the vendor at no cost to the City of Warwick.

14. Technical Specifications

The gasoline to be furnished under this contract shall conform to all latest applicable safety and quality standards, ASTM Specifications D4814-88 and product furnished to the refiner's retail service stations.

- Minimum octane rating for Regular Unleaded Gasoline shall be 87
- Minimum octane for Unleaded Plus shall be 89
- Minimum octane rating for Super-Unleaded Gasoline shall be 92

The diesel to be furnished under this contract shall conform to all latest applicable and safety standards ASTM Specifications D975-046 and EPA Standards.

ESTIMATED USAGE

<u>Dept</u>	<u>Tank Location</u>	<u>Tank Capacity</u>	<u>Unleaded</u>	<u>Plus Unleaded</u>	<u>Super Unleaded</u>	<u>Winter Diesel</u>	<u>#1 Premium Diesel</u>	<u>Ultra Diesel</u>
DPW& Schools	925 Sandy Lane	6,000	155,000					
		12,000						312,000
Fire	St. 2 771 Post Rd.	1,000						12,000
	St. 3 2373 W. Shore	1,000						13,000
	St. 6 456 W. Shore	1,000						5,000
	St. 9 314 Common.	1,000						12,000
	St. 10 225 Potowomut Rd.	1,000						12,000
Police	99 Vet. Mem. Dr.	12,000		165,000				
Sewer	WWTF-Diesel	4,000						4,000
	Apponaug PS	500						250
	Warwick Ave. PS	500						250
	Oakland Beach PS	500						250
	Knight St. PS	500						250
	Cedar Swamp PS	500						250
	E. Hoxie PS	200						100
	Lakeshore South PS	250						100
	WWTF-Gasoline	1,000	5,300					

***NOTE: The Department of Public Works shall be delivered and utilize the OPIS unbranded ethanol gasoline pricing for Providence, RI.**

CITY OF WARWICK
BID AND CONTRACT FORM

TITLE OF SPECIFICATION: Bid #2016-271 City of Warwick (District 6) Gasoline,
Low Sulfur Diesel & Ultra Low Sulfur Diesel Fuel (Re-bid)

I. BID:

WHEREAS, the CITY OF WARWICK has duly asked for bids for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the bid price below;

This offer shall remain open and irrevocable until the CITY OF WARWICK has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance below by the CITY OF WARWICK shall transform the bid into a contract. This bid and contract shall be secured by Bonds, if required by the specifications.

Pricing as Submitted